

08-14-2002

8.21402

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 08-14-02
Be Here Corporation, a California corporation
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Wasserstein Adelson Ventures, L.P.
Internal Address: _____
Street Address: 525 University Ave., Ste. 230
City: Palo Alto State: CA Zip: 94301
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: 07/01/2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) See Exhibit A
B. Trademark Registration No.(s) See Exhibit A
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Kristin Yokomoto
Internal Address: _____
Street Address: Buchalter, Nemer, et al.
601 S. Figueroa St., Ste. 2400
City: Los Angeles State: CA Zip: 90017

6. Total number of applications and registrations involved: 5
7. Total fee (37 CFR 3.41).....\$ 140.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
Dara Akbarian [Signature] 7/23/02
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 7
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

08/15/2002 TDIAZ1 00000001 2487763
01 FC:481 40.00 OP
02 FC:482 100.00 OP

TRADEMARK
REEL: 002562 FRAME: 0267

**EXHIBIT A
TO FORM PTO-1594**

REGISTERED TRADEMARKS

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
BE HERE	September 11, 2001	2487763
IVIDEO	September 18, 2001	2491178

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
BEHERE	July 18, 2000	76092287
BE HERE TOTALVIEW	May 17, 2001	76260238
TOTALVIEW	May 17, 2001	76260237

EXHIBIT A

**TRADEMARK
REEL: 002562 FRAME: 0268**

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of July 1, 2002, is executed by BE HERE CORPORATION, a California corporation ("Debtor"), in favor of WASSERSTEIN ADELSON VENTURES, L.P., as the collateral agent and secured party ("Secured Party") on behalf of the investors ("Investors") listed on that certain Security Agreement dated as of July 1, 2002, executed by Debtor (the "Security Agreement") and agreed to by the Collateral Agent and Investors.

A. Each provision of the Security Agreement is hereby incorporated herein by reference

B. Debtor owns the letters patent, and/or applications for letters patent, of the United States, more particularly described on Schedule A annexed hereto as part hereof (collectively, the "Patents");

C. Debtor has adopted, used and is using the trademarks, more particularly described on Schedule A annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");

D. Schedule A hereof constitutes a complete list, as of the date hereof, of registrations or applications for registrations of Patents and Trademarks in or to which Debtor has any right, title, interest, claim or demand. After the date of the Security Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to Secured Party, in accordance with the provisions of the Security Agreement, of any addition or change which is necessary to be made to Schedule A in order to maintain such schedule completeness or accuracy, and, further, Debtor shall provide such notice to Secured Party within a reasonable period of time following the date of the event that is the basis for such addition or change, but in no case later than ninety (90) days following the date of such event.

E. Debtor hereby grants to Secured Party a security interest in all right, title and interest of Debtor in and to the Patents, together with any reissue, continuation, continuation-in-part or extension thereof, and in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds of the Patents and Trademarks, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Patents and Trademarks, and all its copyrights and mask works and the future registrations thereof and all proceeds of such copyrights and mask works, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations as defined in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement.

Secured Party's address is: Wasserstein Adelson Ventures, L. P.
525 University Ave., Ste. 239
Palo Alto, CA 94301
Attention: Dara Akbarian

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first above written.

BE HERE CORPORATION

By: 

Name: EDWARD C. DRISCOLL JR

Title: CEO

SCHEDULE A

TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

REGISTERED PATENTS

Patent No./Title

5,796,426 / Wide-angle image dewarping method and apparatus
6,005,611 / Wide-angle image dewarping method and apparatus
6,043,837 / Method and apparatus for electronically distributing images from a panoptic camera system
6,175,454 / Panoramic Imaging Arrangement
6,219,089 / Method and apparatus for electronically distributing images from a panoptic camera system
6,222,683 / Panoramic imaging arrangement
6,313,865 / Method and apparatus for implementing a panoptic camera system
6,331,869 / Method and apparatus for electronically distributing motion panoramic images
6,337,708 / Method and apparatus for electronically distributing motion panoramic images
6,341,044 / Panoramic imaging arrangement
6,346,967 / Method apparatus and computer program products for performing perspective corrections to a distorted image
6,356,296 / Method and apparatus for implementing a panoptic camera system
6,369,818 / Method, apparatus and computer program product for generating perspective corrected data from warped information
6,373,642 / Panoramic imaging arrangement
6,388,820 / Method and apparatus for implementing a panoptic camera system
6,392,687 / Method and apparatus for implementing a panoptic camera system

SCHEDULE A

TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (CONTINUED)

PATENT APPLICATIONS

Application No.

08/872,525
09/406,475
09/439,114
09/521,652
09/521,653
09/558,777
09/589,645
09/614,506
09/615,924
09/618,141
09/638,289
09/659,621
09/718,294
09/826,324
09/835,617
09/894,760
09/982,614
09/982451
10/015,075
10/056,479
10/066,135
10/119106
60/352,779
60/360,138
60/360,748
60/378,772

SCHEDULE A

TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (CONTINUED)

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